

AG Contract No : KR03-0210TRN
ADOT ECS File No : JPA 02-203
Project: TEA-019-A(002)P
TRACS No : H 5734 01C
5 Year Program Item # 2003-7
Section: I-19 Valencia
TI Noise Wall Murals
City of Tucson Contract No.: 0450-03
Ex A TO RESOLUTION NO.: 19534

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF TUCSON

THIS AGREEMENT is entered into 14th April, 2003 pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF TUCSON, acting by and through its MAYOR AND CITY COUNCIL, (the "City")

I. RECITALS

1 The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2 The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City

3 It is to the mutual advantage of the State and the City to artistically enhance the community side of the noise walls on the northbound Interstate 19 and Valencia Road traffic interchange. The State will design, construct murals on the freeway side and provide a gateway type of entrance for the Tucson area, hereinafter referred to as the "Project", and agree that the State shall be the lead agency

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 25956
Filed with the Secretary of State
Date Filed: 04/14/03

Janice K. Brewer
Secretary of State

By: Timothy D. Lawrence

II. SCOPE OF WORK

1. The State will:

a Prepare design plans for construction for the community side noise wall murals and landscape projects and submit them to the City for concurrence

b Coordinate with the City during the design plans stage and upon completion of the State's design, request artist proposals, call for bids and award one or more construction contracts for the project using federal and state funds

c Administer contracts and make all payments to the artists or contractors. Be responsible for any claims for extra compensation due to delays or whatever reason, attributable to the State

d Upon completion of the artist's fabrications and the landscaping construction, with the City's concurrence, accept the Project

2. The City will:

a Maintain the noise wall community side murals and associated landscaping construction.

b Shall furnish all water for landscaping installation on the community side of the noise walls, a point of connection (POC) for the irrigation system, if necessary, and all water necessary to maintain the landscaping, all at the City's expense.

c Upon completion of construction, shall provide for, at its own cost an annual item in its budget for perpetual and proper maintenance of all I-19/Valencia traffic interchange community side noise wall improvements, including but not limited to:

- Maintaining healthy landscaping
- Operation and cost of irrigation
- Removal and treatment of weeds
- Community side fabricated murals on the Freeway noise walls as required to maintain the safety and visual quality as the project was established at the completion of the project

d At the conclusion of the contractor maintenance and warranty period, referred to in the construction contract as Landscaping Establishment, maintain the landscaping including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.

e Not make any changes, additions or deletions without written approval of the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual".

f Allow free public access to the Project improvements during normal business hours

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this agreement shall remain in full force and effect for perpetuity. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said Project.

2. It is understood and agreed that, in the event the City terminates this agreement, the State shall in no way be obligated to maintain said landscaping. In addition, the City will be responsible for all costs associated with the improvements/enhancements to the Project, up to the time of cancellation, if cancelled by the City.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows.

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ 85007
FAX (602) 712-7424

City of Tucson
Transportation Director
P O Box 27210
Tucson, AZ 85726-7210

8. Attached hereto is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF TUCSON

By


ROBERT E. WALKUP

Mayor MAR 17 2003

STATE OF ARIZONA

Department of Transportation

By


SUSAN TELLEZ

Contract Administrator

ATTEST

By


KATHLEEN S. DETRICK

City Clerk MAR 17 2003

ADOPTED BY THE
MAYOR AND COUNCIL

MAR 17 2003

RESOLUTION NO 19534

RELATING TO INTERGOVERNMENTAL AGREEMENTS, APPROVING AND
AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT WITH THE STATE OF ARIZONA FOR CONSTRUCTION
AND MAINTENANCE OF THE I-19/VALENCIA TRAFFIC INTERCHANGE
NOISE WALL MURALS, AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF
TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The Intergovernmental Agreement with the State of Arizona
for construction and maintenance of the I-19/Valencia Traffic Interchange noise
wall murals, attached hereto as Exhibit "A", is approved

SECTION 2. The Mayor is hereby authorized and directed to execute the
said Intergovernmental Agreement for and on behalf of the City of Tucson and
the City Clerk is directed to attest the same

SECTION 3. The various City officers and employees are authorized and
directed to perform all acts necessary or desirable to give effect to this resolution.

SECTION 4. WHEREAS, it is necessary for the preservation of the
peace, health and safety of the City of Tucson that this resolution become

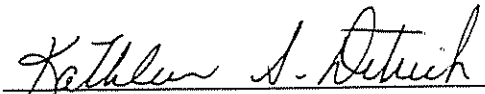
immediately effective, an emergency is hereby declared to exist and this resolution shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Tucson, Arizona, MAR 17 2003

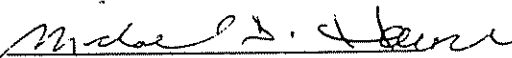


MAYOR

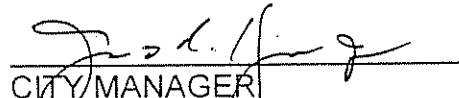
ATTEST:


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

REVIEWED BY:


CITY MANAGER
LEU/csv

02/26/2003 3:17 PM

APPROVAL OF THE CITY OF TUCSON ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF TUCSON, declare this agreement to in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 28 day of July, 2003



Attorney

CITY OF TUCSON

SECRETARY OF STATE

INTERGOVERNMENTAL AGREEMENT (IGA) INFORMATION SUMMARY FORM

This form is to be completed and attached to each Intergovernmental Agreement submitted for filing with the Secretary of State.

IGA BETWEEN THE CITY OF TUCSON AND the State of Arizona for Construction and Maintenance of the I-19/Valencia Traffic Interchange Noise Wall Murals

DATE March 17, 2003

CONTRACT NUMBER AG Contract No. KR03-0210TRN

IS THIS AN ORIGINAL CONTRACT? Yes

IF AMENDMENT, FILE DATE OF ORIGINAL CONTRACT

IF AMENDMENT, SECRETARY OF STATE ORIGINAL FILE NUMBER

EXPIRATION DATE OF CONTRACT

IF NO EXPIRATION DATE, IS CONTRACT INDEFINITELY ONGOING?

OTHER PROVISION FOR EXPIRATION?

Until completion of said project except any provisions for maintenance which shall be perpetual.

ORIGINAL COPIES MUST HAVE ORIGINAL SIGNATURES



Director, Assigned City Department



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE 602.542.8855

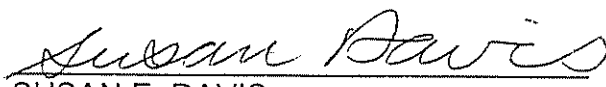
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR03-0210TRN (JPA 02-203), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED April 7, 2003.

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

/ss

att.